504017595 09/22/2016

#### PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MARK A. HEINLEIN	09/17/2015

#### **RECEIVING PARTY DATA**

Name:	THE MOTZ CORPORATION	
Street Address:	3607 CHURCH STREET	
City:	CINCINNATI	
State/Country:	ОНЮ	
Postal Code:	45244	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15267267

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	ME-107662	
NAME OF SUBMITTER:	ALICIA M. PASSERIN	
SIGNATURE:	/Alicia M. Passerin/	
DATE SIGNED:	09/22/2016	

#### **Total Attachments: 5**

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# MinterEllison

## Patent Assignment

Date

17 September 2015

Name

Mark A. Heinlein .

Short form name

Inventor

Address

881 Markley Woods Way, Cincinnati, Ohio 45230, United States of America

Name

The Motz Corporation

Short form name

TMC

Address

3607 Church Street, Cincinnati, Ohio 45244, United States of America

Name

Stadia Turf Systems Pte Ltd

Short form name

Assignee

Address

30 Cecil Street, #10-05 Prudential Tower, 049712, Singapore

### Background

- A Inventor is a co-inventor of the hybrid turf support and associated hybrid turf system described in the Patent Specification.
- B Inventor has assigned all his right, title and interest in the hybrid turf support and associated hybrid turf system described in the Patent Specification to TMC by virtue of his employment with TMC.
- C TMC has subsequently agreed to assign all its right, title and interest in the hybrid turf support and associated hybrid turf system described in the Patent Specification to Assignee.
- D The parties have agreed to confirm the assignment of the hybrid turf support and associated hybrid turf system described in the Patent Specification from Inventor to TMC and to assign the hybrid turf support and associated hybrid turf system described in the Patent Specification from TMC to Assignee on the terms set out in this deed.

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### Agreed terms

#### Defined terms

In this deed:

Patent Specification means the patent specification attached as Schedule 1 which will be filed as a US provisional patent application.

Patents means all patents and patent applications relating to the hybrid turf support and associated hybrid turf system described in the Patent Specification, including:

- (a) all patents and patent applications claiming priority from the US provisional patent application, including US complete patent applications, international patent applications (PCT) and any national phase entries in Australia, New Zealand, Europe, Korea and Singapore, and divisionals, continuations and reissues thereof; and
- all separately filed patents and patent applications claiming an invention described in the Patent Specification, or any of the patents or patent applications referred to in paragraph (a) of this defined term;
- (c) all patents and patent applications claiming patent-of-addition or like status in respect of any of the patents or patent applications referred to in paragraphs (a) and (b) of this defined term.

For the sake of clarity, the word "Patents" in this Assignment does not include the patent rights based on and related to a removable root-pruning backing as described and claimed in International PCT Patent Publication No. WO 2012/159145 or any corresponding national or regional phase patents or patent applications which claim priority thereto (eg US Patent Application No. 14/119,378 and European Patent Application No. 11866275 and Canadian Patent Application No. 2,868,984.

### 2. Assignment

#### 2.1 Inventor to TMC

Inventor confirms that, for due and valuable consideration, the receipt of which is acknowledged by Inventor, Inventor assigned to TMC all his right, title and interest in and to all and any inventions disclosed in the Patent Specification and all his right, title and interest in and to the Patents, including:

- (a) in respect of each and any invention disclosed in the Patent Specification, the right to file a patent application, claim priority from such application, and prosecute and obtain grant of patent or similar protection anywhere in the world; and
- (b) the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (including to retain any costs or damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Patents including any infringement occurring prior to the date of this assignment.

#### 2.2 TMC to Assignee

TMC agrees that, for due and valuable consideration, the receipt of which is acknowledged by TMC, TMC assigns to Assignee all its right, title and interest in and to all and any inventions disclosed in the Patent Specification and all its right, title and interest in and to the Patents, including:

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- in respect of each and any invention disclosed in the Patent Specification, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in Australia; and
- (b) the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (including to retain any costs or damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Patents including any infringement occurring prior to the date of this assignment.

#### 3. Further assurance

TMC will, at the Assignee's reasonable cost, perform (or procure the performance of) all further acts, and execute and deliver (or procure the execution or delivery of) all further documents required by law to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this assignment, including registration of the Assignee as owner of any Patents, reviewing any cited prior art and to prosecute any Patent Applications.

#### General

#### 4.1 Variation

No variation of this deed will be effective unless it is in writing and signed by the parties.

#### 4.2 Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

#### 4.3 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

#### 4.4 Governing law and jurisdiction

This deed is governed by the law of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

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# Signing page EXECUTED as a deed. Signed and delivered by MARK A. HEINLEIN in the presence of Signature of MARK A. HEINLEIN Julie Shelton Name of witness (print) Signed and delivered by THE MOTZ CORPORATION, in the presence of Julie Shelton Joseph E. Motz Name of witness (print) Name of authorised signatory (print) Signed and delivered by Stadia Turf Systems Pte Ltd in the presence of Signature of authorized signalory Edwina Sutherland Name of Witness (print) Hamish Sutherland Name of authorised signatory

## Schedule 1

(REDACTED)

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